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No. _____

In The

Supreme Court of the United States

ROSALINA LINAM,

Petitioner,

v.

DANIEL LINAM,

Respondent.

On Petition For Writ Of Certiorari To The Florida Supreme Court

PETITION FOR WRIT OF CERTIORARI

ROSALINA LINAM, Pro Se
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Lake City, FL 32024
1-386-961-9991

QUESTIONS PRESENTED

Whether a former spouse is entitled to the right to reserve jurisdiction to award alimony, a former spouse's federal retirement benefits, and federal survivor annuity after an error was made in a lower court in the allocation of benefits, after the dissolution of a marriage of more than 20 years.

Whether the lower court erred in judgment regarding the entitlement of benefits, and designation of beneficiary when two parties have minor children that will be attending a university in the near future.

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The Order of the Supreme Court of Florida dismissing for lack of jurisdiction is attached at App. 1. The opinion of the District Court of Appeal of Florida for the First District is attached at App. 2. The order of the Circuit Court of Florida for the Eighth Judicial Circuit is attached at App. 6.

JURISDICTION

This court has jurisdiction to review this matter under 28 U.S.C. §1257(a).

STATUTORY PROVISIONS INVOLVED

TITLE 5 – GOVERNMENT ORGANIZATION AND EMPLOYEES

PART III – EMPLOYEES

Subpart G – Insurance and Annuities

CHAPTER 84 – FEDERAL EMPLOYEES' RETIREMENT SYSTEM

SUBCHAPTER III – THRIFT SAVINGS PLAN

Sec. 8435. Protections for spouses and former spouses

(a)(1)(A) A married employee or Member (or former employee or Member) may withdraw all or part of a Thrift Savings Fund account under subsection (b)(2),

(3), or (4) of section 8433 of this title or change a withdrawal election only if the employee or Member (or former employee or Member) satisfies the requirements of subparagraph (B). A married employee or Member (or former employee or Member) may make a withdrawal from a Thrift Savings Fund account under subsection (c)(1) of section 8433 of this title only if the employee or Member (or former employee or Member) satisfies the requirements of subparagraph (B).

(B) An employee or Member (or former employee or Member) may make an election or change referred to in subparagraph (A) if the employee or Member and the employee's or Member's spouse (or the former employee or Member and the former employee's or Member's spouse) jointly waive, by written election, any right which the spouse may have to a survivor annuity with respect to such employee or Member (or former employee or Member) under section 8434 of this title or subsection (b).

* * *

(2) A court decree, order, or agreement referred to in paragraph (1) is, with respect to an employee or Member (or former employee or Member), a court decree of divorce, annulment, or legal separation issued in the case of such employee or Member (or former employee or Member) and any former spouse of the employee or Member (or former employee or Member) or any court order or court-approved property settlement agreement incident to such decree if – (A) the

decree, order, or agreement expressly relates to any portion of the balance in the employee's or Member's (or former employee's or Member's) account; and (B) notice of the decree, order, or agreement was received by the Executive Director before – (i) the date on which payment is made, or (ii) in the case of an annuity, the date on which an annuity contract is purchased to provide for the annuity, in accordance with the election, change, or contribution referred to in paragraph (1).

* * *

(5) Subsections (c) and (d) of section 8445 of this title shall apply to an entitlement of a former spouse to a survivor annuity under this subsection.

* * *

(e)(1)(A) A loan or withdrawal may be made to a married employee or Member under section 8433(g) and (h) of this title only if the employee's or Member's spouse consents to such loan or withdrawal in writing.

STATEMENT OF THE CASE

This case comes before the United States Supreme Court from issuance of a Writ of Certiorari. It is very painful for an American Spanish Latina female to be faced with a divorce. You question yourself, how this could happen, especially when you are so dedicated to your family, and have such high

expectations for yourself and your family. My name is Rosalina A. Linam; I am from Puerto Rico, born on [Date Of Birth Omitted]. I am 55 years old. I was abandoned by my husband Daniel M Linam on October 29, 2004, and it was a surprise to me and family "The sky fell in on top of our head". He said to me "you are going to watch, I am going to give you a War Divorce and you are not going to survive."

This case involves CSRS apportionment, COLA, FERS, FEGLI, TSP, and Survivor Annuity pensions, the request for the right to reserve jurisdiction to award alimony[1] and "plans benefits" held by petitioner and respondent at the time of the dissolution of the marriage, mediations, pre-trial, and trial. When the petitioner discussed benefits and being named a beneficiary during mediation and pre-trial, the respondent assured her that she was entitled to Survivor Annuity and Federal Employee Group Life Insurance automatically. Respondent provided the mediator documents that verified this, but the trial judge failed to place a Court Order for these benefits. This occurred because the trial judge and the petitioner's attorney were not familiar with the rules and regulations of the federal government. The petitioner respectfully requests, in accordance with the rules and regulations of the Federal Government, that the Supreme Court of the United

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[1] Cases referring to these issues are listed in the Table of Authorities.

States of America resolve this case by granting a Writ of Certiorari.

Facts

Respondent abandoned the family on October 29, 2004, and moved in with Judith Bassett to a home in Jacksonville, Florida. Judith Bassett, Ed.D., University of North Florida, Jacksonville, Florida; BA/BS, MS/MA, Doctorate.

Respondent took a loan out weeks before he abandoned the family in her Met Life account of $8,000. Respondent was ordered by a judge to pay the loan, but has yet to do so.

Respondent previously told his former wife that the house was paid in full, but this was not true.

Respondent took a collateral loan with Ditech.com to the home a few weeks before he abandoned the house in the amount of $49,000, telling the former wife that the house was paid in full, and the money was to pay bills, and for other arrangements around the home.

Respondent left a mortgage in the amount of $68,870.39 on the 17 year old house he claimed was already paid off.

Respondent had a student loan in the amount of $5,332.67, for his daughter, without the knowledge of the former wife. Evidence was later sent to petitioner from the University. There is no evidence of where the money went.

Petitioner requested adversary proceeding last action on May 23, 2007, this was the recommendation from her attorney. Case number 05-bk-6563, chapter number 7.

Respondent refused to pay for half of his son's orthodontic treatment – more than $4,700 and $4,700 total at the beginning of treatment. This was discussed in mediation, and he agreed.

Petitioner went through approximately three bankruptcies, all of which were dismissed, leaving her to pay the total debts. The bankruptcy judge informed the petitioner's attorney that all of the respondent's debts would now be the former wife's. The respondent refused to answer any phone calls unless it was an emergency when phoned to discuss the debts.

Petitioner unknowingly placed all respondent's mail together to give to him, which included a check for an annuity that belonged to her.

Petitioner held a retirement account from the federal government that from 1979 to 1984 held more than $4,000.00 and money was taken out of the account to pay for expenses in the beginning of the marriage, and respondent said he replaced the money in the account, but did not.

Respondent surrendered all extra family life insurance without the knowledge of his former wife, and although her signature, and the signature of a witness were on the papers they were not authentic.

Incident occurred on January 31, 2001, but petitioner had no knowledge until after the respondent abandoned the family. This account was with Pan American Assurance, and the agent was Mr. Michael J. Calderone, and the respondent was named as the beneficiary (evidence to support this statement).

Husband – $13,000.00

Wife – $5,039.90

Daughter – $7,000.00

Son – $3,000.00 (Penn Mutual – loan taken out in 2002, without petitioner's knowledge).

Respondent withdrew $49.47 every month from the account where the former wife direct deposited a check that was to go to Penn Mutual Insurance, unaware of his withdrawals.

Respondent was making loans from Thrift Savings Plan (retirement plan), and never informed petitioner from his account, she found out after he abandoned the family;

June 15, 1992 – $10,000 and was paid in full on July 05, 2002.

February 10, 1997 – $5,000 and was paid in full on March 6, 2001.

February 04, 2002 – $30,000.

Respondent was making loans from petitioner's account plan without her knowledge, until after he abandoned the family.

January 11, 1999 – $6,000 was paid with her salary in full on January 03, 2003.

February 04, 2002 – $20,000 paid in payments by former wife after respondent abandoned the family.

Respondent retired from his federal government job of AFGE Union President, and went into bankruptcy, was discharged Chapter 7 on November 09, 2005, approved by the U.S. Bankruptcy Court.

Respondent failed to tell the court the amount of sick leave when he left the house (1,329.00 hrs.), he claimed he did not have information regarding this, and the court allowed him to not provide any official documentation, but he was awarded half of the petitioner's sick and annual leave.

Respondent's annual leave amounts to 657.00 hrs. and needs to be divided equally. Respondent did not provide the court with the correct number of hours, or documentation of his actual sick and annual leave. His annual and sick leave combined with the respondent's salary is a large amount of income.

The court divided the petitioner's annual and sick leave with the respondent, but didn't do the same for the respondent.

Petitioner was told by the U.S. Bankruptcy Court that the debt discharged belonged to the former wife (Order Discharging debt order on November 09, 2005).

Respondent sold his home in Jacksonville, Florida, and moved to York, Pennsylvania to build a new house with Judith Bassett, whose salary is $96,000.

Respondent has family savings bonds with the United States Savings Bonds that he claims disappeared and he knew nothing about them, but petitioner spent weeks gathering the information.

Respondent has developed a group of associates including psychiatrists, and friends of attorneys in an attempt to make a "no trust relationship" between the petitioner and her attorney; evidenced when respondent said to friends "we (me and my attorney) are just marching in place, allowing her to hang herself, then go to court" (evidence to support this statement).

Respondent notified friends saying "also, retiring will 'short sheet' my ex-wife in mediation on November 16, 2005" (evidence exists to support this statement – retired on November 07, 2005).

Respondent told friends about the house he and Judith Bassett bought in York, PA (evidence exists to support this statement on April 28, 2005 – no property papers, but his statement).

Respondent notified his attorney to request medical records from a physician that has no medical record of his former wife; in an attempt to have the petitioner's attorney drop the case, using wrong information (evidence exists to support this statement).

Respondent started working as a director of an eye clinic in York, PA.

REASONS TO GRANT THE WRIT

I respectfully request to the Supreme Court of the United States of America to grant a writ to benefit my future and family. I am Rosalina A. Linam, and I was abandoned by my husband Daniel M. Linam on October 29, 2004.

During this trial, there appeared to be favoritism towards the respondent from the judge. The judge spoke with the respondent about his own marital situation and the similarities to our case. During breaks they discussed their personal lives, and the petitioner's bankruptcy situation; "My wife did Chapter 7 too," "my wife was discharged too," "my wife lost the savings bonds too." At the conclusion of the trial, the judge rolled his wheelchair to shake hands with the respondent, and remarked "what an experience!"

My attorney was also unfamiliar with the rules and regulations of a Federal Government Employer, and she allowed the respondent and his attorney to manipulate the case. The respondent used techniques learned in the book "War Divorce," and techniques learned in the military during the Vietnam War to create chaos to get the result you want. Both the petitioner's attorney and the respondent's attorney were using the respondent as a consultant during the

pre-trial meetings and periodic mini meetings in front of a judge. The respondent was very knowledgeable in the Retirement Benefit plans, the Dissolution of Marriage, and the rules and regulations of the Federal Government, and used his knowledge to turn everything into a benefit for himself.

Petitioner tried to prevent an injustice or unnecessary expense to occur, and gave the attorney the Rules and Regulations For The Federal Government Employee – "*A Handbook for Attorneys on* ***Court Ordered Retirement, Health Benefits,*** *and* ***Life Insurance Under the Civil Service Retirement System, Federal Employees' Retirement System, Federal Employees' Health Benefits Program, Federal Employees' Group Life Insurance Program.***" This handbook contains the laws and regulations applicable to court ordered benefits under the above program. The Office of Personnel Management administers the Civil Service Retirement System, Federal Employees' Retirement System, and the Federal Employees' Health Benefits Program. They also maintain retirees' Federal Employees' Group Life Insurance Program Records.

Civil Service Retirement System (CSRS) All employees of the federal government participate in either the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS). The plan in which an employee participates is usually based upon the Employee's employment date. Since these plans are administered by the federal government, they do not fall under the rules and regulations

of the Employee Retirement Income Security Act (ERISA), and instead are dictated by federal statute. The title used by the Office of Personnel Management (OPM) of a court order directing payment of benefits to a Former Spouse is a "Court Order Acceptable for Processing" (COAP).

A court order directing the Office of Personnel Management to award benefits to a Former Spouse must follow a shared payment approach. Therefore, payments will be made to the former spouse when the employee actually retires and begins receiving benefits. These benefits will be paid to the former spouse for as long as the employee is alive. Upon the employee's death, all payments to the Former Spouse will stop. However, it is possible to establish the right of the Former Spouse to receive a Former Spouse Survivor Annuity. This Former Spouse Survivor Annuity would then be paid to the former spouse after the employee's death for the remainder of his/her lifetime.

Health Benefits

A Former Spouse may be entitled to Federal Employees Health Benefit (FEHB) coverage if the Former Spouse is awarded, pursuant to a COAP, a portion of the Employee's retirement annuity after retirement or a survivor annuity upon the Employee's death, and applies for FEHB coverage within 60 days after the divorce. Such application should be submitted

to the employing office where the Employee worked at the time of the divorce.

The retirement regulations in the handbook explain in detail what types of orders they can and cannot process. In addition, the handbook contains model paragraphs on a personal computer diskette that may assist attorneys in preparing court orders. Petitioner notified her attorney what OPM need, the office strongly urges attorneys to make use of this booklet.

If the booklet is unavailable, you may also refer to *Part 838 of title 5 of the Code of Federal Regulations (CFR) for guidance*. These regulations also contain model paragraphs for awarding court ordered benefits.

Petitioner gave her attorney HANDBOOK ON TSP (Thrift Savings Plan), also with all the Rules and Regulations and explained how to use the Thrift Savings Plan because the respondent was manipulating the situation in order to pay the lowest possible child support calculation because he was retired and went in to Bankruptcy.

Petitioner requests the Supreme Court of the United States of America to grant the former wife a Court Order to have the respondent pay one half of all debts made by him, using the credit report as reference. These debts are now the petitioner's debts because the respondent was discharged of his bankruptcy (after the respondent abandoned the family, the petitioner did not charge to any accounts, and

petitioner paid and slowly negotiated smaller debts under $800.00. Reason for this request is that the judge only reviewed what the respondent submitted, which was incomplete, and some debts during the marriage were ignored).

During the mediation the respondent and his attorney were telling the mediator and the petitioner's attorney that benefits will be automatically given to the petitioner in reference to FEHB **(FEDERAL EMPLOYEE HEATH BENEFIT) SURVIVOR ANNUITY RETIREMENT BENEFIT, CSRS (APPORTIONMENT) ANNUITY RETIREMENT BENEFIT and FEGLI LIFE INSURANCE RETIREMENT BENEFIT**. Petitioner was told this was automatic and nothing extra needed to be done for the petitioner to get all of the awards. Respondent handed the papers to the mediator for her to see, and both attorneys took his word (evidence to support this statement Rules and Regulation package given to petitioner's attorney, mediator as witness).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for the recalculation of child support. The petitioner pointed out to her attorney to go back and read the Rules and Regulations, because we need a Court Order for recalculation, and the Thrift Savings Plan is used to calculate child support (respondent's Thrift Savings Plan is 100% savings from family income over the course of 23 years of marriage).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to divide the respondent's Thrift Savings Plan in half with the petitioner because that account is pure savings accrued during more than 23 years marriage. He deposited more than $1,000.00 in this account – this is 100% his contribution, not matching funds from federal government because his retirement plan is CSRS or Civil Service Retirement System.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to award the benefits requested during mediation, as discussed with the petitioner's attorney and the trial judge – **#1 – CSRS ANNUITY – CIVIL SERVICE RETIREMENT SYSTEM (APPORTIONMENT) – and to increase this benefit 50% every month from retirement pension. #2 – FEGLI ANNUITY – FEDERAL EMPLOYEE GROUP LIFE INSURANCE – petitioner is entitled to this benefit after more than 23 years of marriage. #3 – CSRS SURVIVOR ANNUITY RETIREMENT BENEFIT – petitioner requests to be awarded the maximum possible for this benefit (under Section 8341(h)(1), United States Code), and is entitled to this benefit after more than 23 years of marriage and because this account was built from a large amount of family income every paid period. #4 – Thrift Savings Plan – petitioner is entitled to this benefit after more than 23 years of**

marriage and because this account alone was built from a large amount of family income every paid period ($1,000.00 a month).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for the petitioner be the beneficiary in the above stated account.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for both children to be awarded with full benefit packages in accordance with the rules and regulations of the Federal Government.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for the respondent to pay for half of their son's health insurance after the age of 22, when he will no longer be on the former wife's insurance plan while he is a student (petitioner paid for health insurance for their daughter after she was 22 years of age while she was a university student, after the respondent abandoned the family). Petitioner is also requesting a Court Order continuing child support for their son after the age of 18 while he is still in high school and university.

Petitioner is requesting the Supreme Court of the United States of America to grant Former Wife a Court Order for requesting information and verify where Respondent placed Daughter student loan of more than $5,000.00 that Petitioner was not aware of

until Respondent abandon the family and request former husband and he refused give information.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for irrevocable, complete packages and coverage assignment of his Federal Employees' Group Life Insurance, and to be designated as beneficiary of Federal Employee's Group Life Insurance and all for Former Wife benefits – **#1 – CSRS ANNUITY – CIVIL SERVICE RETIREMENT SYSTEM (APPORTIONMENT) – and to increase this benefit 50% every month from retirement pension. #2 – FEGLI ANNUITY – FEDERAL EMPLOYEE GROUP LIFE INSURANCE – petitioner is entitled to this benefit after more than 23 years of marriage. #3 – CSRS SURVIVOR ANNUITY RETIREMENT BENEFIT – petitioner is entitled to this benefit after more than 23 years of marriage and because this account was built from a large amount of family income every paid period. #4 – Thrift Savings Plan – petitioner is entitled to this benefit after more than 23 years of marriage and because this account alone was built from a large amount of family income every paid period ($1,000.00 a month).**

Respondent also cancelled extra Life Insurance for the family 2 years prior to abandoning the family, without the knowledge of his former wife (evidence exists to support this statement – pay slip and records with Federal Government agency OPM and insurance history records.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a complete retirement package and the opportunity to work with an expert attorney to use the proper language to benefit the petitioner's request. The complete regulatory structure is addressed in Section 838.102 of regulations.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife with a Court Order in order to have the opportunity to work with an expert attorney and use the model paragraphs that attorneys can use to ensure that in drafting orders the language they select will both produce the intended result and meet OPM'S processing requirements (See OPM Rules and Regulation).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife with a Court Order to have the opportunity to work with an expert attorney in **QDRO** to ensure that court orders will be acceptable to OPM for processing, and that OPM will divide CSRS or FERS benefits and provide the Survivor Benefit or a Survival Annuity and the beneficiary of this account or plan be the Former Wife to avoid future problems with the rules and regulation and more litigation. That was not award by the trial judge in accordance with Rules and Regulations of the Federal Government. (No Survivor Annuity Benefit and the beneficiary was awarded by the judge during dissolution of the marriage after more than 23 years of marriage)

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife with a Court Order to recalculate the CSRS Benefit with more than 32% of the former husband's retirement plan. The former husband "bought back" his military retirement award – this award was given to the respondent while he was married (the explanation of the rules is in the handbook in the OPM and how it is applied. When the military service award occurred the respondent was married to the petitioner – it was a marriage of 23 years in which the petitioner traveled from state to state while the respondent improved his assignment and salary, which is why in the last 13 years his salary was so elevated. His CSRS and annuity was calculated with the last 3-4 years' salary (see OPM manual rules and regulation)

Petitioner withdraw her retirement that accumulated with the Federal Government at the beginning of the marriage and the respondent participated fully in the use of and withdrawal of the retirement funds that belonged to the former wife, and that is one of the many reasons she requesting to be awarded with 50% of the respondent's CSRS (Civil Service Retirement System), CSRS APPORTIONMENT ANNUITY, CSRS SURVIVOR ANNUITY, BENEFICIARY SURVIVOR ANNUITY and the FEGLI (Federal Employee Group Life Insurance)

Petitioner is requesting that the Supreme Court of the United States of America review the different

Thrift Savings Plans under different retirement systems – the accumulation of the respondent's account is 100% money from the 23 years of marriage because the respondent's retirement plan was CSRS (Civil Service Retirement System), and he was adding $1,000.00 every month from family income. The respondent was able to accumulate this money because he was in charge of the finances during the marriage, and he told the petitioner he did not have a TSP account; the petitioner found this information after months of research, after he abandoned the family.

Petitioner would like the Supreme Court to know that she became responsible for paying the family bills that accumulated during marriage, and after his bankruptcy all debts became the petitioner's – more than $300,322.03 (the petitioner's attorney waited until the new bankruptcy law became effective, and was not able to successfully win the petitioner's bankruptcy case).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife more than 32% of the former husband's retirement plan because the judge was aware that 50% of the petitioner's retirement plan consisted of an accumulation of Social Security accrued before marriage.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife more than 32% of the former husband's retirement plan (**CSRS Civil Service Retirement Annuity**

Apportionment) because there was no prenuptial agreement prior to the marriage that stated that the wife would not become a beneficiary.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to get information from OPM about the Respondent's pension or benefits, in order for the petitioner to start working on obtaining her benefits in order to help their minor son go to university. Right now they are struggling with one car, for her to get to work and him to get to and from school on time.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order for her to obtain the right to information for herself, and an attorney from OPM about the SURVIVOR ANNUITY form, in whose name the form was prior to, and when the respondent retired on December 01, 2005.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife with a Court Order for her and her attorney to ask for information about all of the pensions she is requesting.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order that states that the respondent will not be entitled to any of the petitioner's benefits if he remarries before the age of 65 (rules and regulations of federal government employees to support this request).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to talk freely with OPM about whether the Respondent has any benefits for their children because the children need to be aware of the regulations pertaining to them, and what steps to follow in any life event, so they can place the beneficiary designation (see Federal Employee Handbook regulation and rules and regulation that pertains to children – example FEGLI CHILDREN BENEFIT)

Petitioner's retirement plan is FERS, which consists of social security that she accrued before the marriage, and it was divided in half with the respondent, and for that reason the former wife is requesting to the Supreme Court of the United States of America to clarified with what Respondent specific he is going to be award with because this is a complicated case and could make a lot of damage to the Former Wife.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife jurisdiction to award alimony in the future. The court stated the general rule that the court should retain jurisdiction when there is a likelihood of a change of circumstances in the future. The petitioner alleges, and believes that she established by the greater weight of evidence that the former husband was the substantial earner during the marriage of the parties; that the former husband has superior education and experience, such that he will be employed in the future in administrative positions; the former husband's

current position as an administrator of an eye surgical center is proof of that contention. The petitioner respectfully requests that the Supreme Court of the United States of America grant the issue of reservation of jurisdiction to award alimony. In addition, the petitioner has a Carpal Tunnel bilateral syndrome (both hands), Early Generative Joint Disease with compartment narrowing, bilateral knee lower extremities pain, probable Baker's Cyst, posterior aspect of both knees, Bilateral Venus Insufficiency, frequent Urinary Tract Infections, possible kidney damage as a result of previous Prednisone treatment – for example from sinus nose spray, allergies, hematuria (blood in urine) causing a frequent need to check urine and cystoscopy, periodic urethral problems (discomfort), Colon with Polyps – must periodically follow up in order to make sure it doesn't become cancerous, mild elevation of White Blood cell count, Epithelial Cell abnormality, Squamous Cell abnormality – must periodically follow up to detect Cervical Cancer, Pelvic Floor Myofacial Spasm, Vitreous Floaters in both eyes affecting both eye's at the same time (feels like someone is walking beside you, and doctors warned to be cautious of eyes feeling like snow globes) with recommendations for eyes to be checked frequently, master allergy list, Tremors, Mild Diabetes, Visual Migraines, Latex-natural rubber diagnostic done at age 44, Environmental Asthma with Latex – natural rubber exposure, Environmental Dermatitis with contact with Latex – natural rubber exposure, Environmental Disability with Latex – natural rubber exposure – diagnostic done May 29,

1997, all of which may require her to be unemployed or unemployable in the future. This information was presented to her attorney and during mediation, during trial, in the petition for re-hearing, and should be considered by the Supreme Court of the United States of America (medical records from Mayo Clinic in Rochester, Minnesota and Mayo Clinic in Jacksonville, Florida to support this statement). Examples of granting former wife given jurisdiction to award alimony in the future – 134 Divorce 134V Alimony, Allowances, and Disposition of Property 134k230 Permanent Alimony 134k243 k. Judgment or Decree. In most cited cases the general rule is that the court should retain jurisdiction when there is a likelihood of change in circumstances in the future that would warrant an award of alimony. *Herman v. Herman*, 889 So.2d 128, 29 Fla. L. Weekly D2679. The parties were married in 1998 and separated approximately three and a half years later, in August, 2001. The petition for dissolution of marriage was filed in 2002. At the time of the final hearing the former wife stipulated that she was not requesting a present award of alimony. Instead, she requested an indefinite reservation of jurisdiction to award alimony because of her kidney disease that was diagnosed during the marriage. The trial court found that there was a reasonable probability that she would have medical problems in the future, and would be in need of support, and that the former husband would have the ability to pay. The court reserved jurisdiction on alimony for an indefinite amount of time. 134 IV P proceeding 134 iv (n) Judgment or Decree 134 k 153

Scope and Extent of Relief 134k154 k. In general, most cited cases where there is likelihood of change in circumstances in Future that would warrant award of alimony. *Herman v. Herman*, 889 So.2d 128, 29 Fla. L. Weekly D2679. The parties were married in 1998 and separated approximately three and a half years later, in August 2001. The petition for dissolution of marriage was filed in 2002. At the time of the final hearing the former wife stipulated that she was not requesting a present award of alimony. Instead, she requested an indefinite reservation of jurisdiction to award alimony because her kidney disease was diagnosed during the marriage. The trial court found that there was a reasonable probability that she would have medical problems in the future and would be in need of support, and that the former husband would have the ability to pay. The court reserved jurisdiction on alimony for an indefinite amount of time.

134 IV P proceeding 134 IV (n) Judgment or Decree 134 k 153 Scope and Extent of Relief. 134k154 k. In general, most cited cases where there is the likelihood of change in circumstances in the future that would warrant alimony award, court should retain jurisdiction (different cases to support this statement on file).

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to be sure that there is an understanding of how the OPM will divide the former wife's federal retirement, and that division should not

include the former wife's Thrift Savings Plan (TSP) account. This account is totally separate from the former husband's, and is a part of the former wife's retirement plan. It has been accrued by matching funds from the Federal Government. This account should have never been the same value of the former husband's account, because the former husband's account is 100% family income.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order to review payments of the car bought by the respondent for their daughter. The petitioner paid one half of the price of the car, as ordered by trial Judge Honorable Robert P. Cates. He stated that the former wife said she was shopping for a car during the trial, which is why he ordered the petitioner to pay. The petitioner never said she was shopping for a car; this car was bought after the respondent was making plans to abandon the family.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order that allows the petitioner and her attorney to investigate the location of savings bonds that were acquired over the course of the 23 years of marriage. The respondent told the court that he did not have any savings bonds and submitted an erroneous link to search for savings bonds in his name. When the respondent left the household a savings bond was found, but he claimed he had no knowledge of its origin or existence.

Petitioner is requesting that the Supreme Court of the United States of America grant the former wife a Court Order awarding her Cost of Living Adjustment (COLA) in fixed monthly amounts (retirement regulations 231).

CONCLUSION

For the foregoing reasons, Petitioner respectfully requests this Court GRANT the petition for writ of certiorari.

Respectfully submitted,

ROSALINA LINAM, Pro Se
422 SW Emerald St.
Lake City, FL 32024

Supreme Court of Florida

TUESDAY, JANUARY 20, 2009

CASE NO.: SC08-2448
Lower Tribunal No(s).:
1D07-4716

ROSALINA LINAM vs. DANIEL LINAM, ETC.

Appellant(s) Appellee(s)

Having determined that this Court is without jurisdiction, this case is hereby dismissed. *See Jackson v. State,* 926 So. 2d 1262 (Fla. 2006); *Jenkins v. State,* 385 So. 2d 1356 (Fla. 1980).

No motion for rehearing will be entertained by the Court.

A True Copy
Test:

/s/ Thomas D. Hall
Thomas D. Hall [SEAL]
Clerk, Supreme Court

jj
Served:

HON. JOHN S. WHEELER, CLERK
ROSALINA LINAM
DANIEL LINAM
HON. ROBERT P. CATES, JUDGE
HON. J. K. "BUDDY" IRBY, CLERK

IN THE DISTRICT COURT
OF APPEAL
FIRST DISTRICT,
STATE OF FLORIDA

NOT FINAL UNTIL TIME
EXPIRES TO FILE MOTION
FOR REHEARING AND
DISPOSITION THEREOF
IF FILED

CASE NO. 1D07-4716

ROSALINA LINAM,

Appellant,

v.

DANIEL LINAM,
Former Husband

Appellee. /

Opinion filed November 20, 2008.

An appeal from the Circuit Court for Alachua County. Robert P. Cates, Judge.

Rosalina Linam, pro se, Appellant.

Daniel Linam, pro se, Appellee.

PER CURIAM.

AFFIRMED.

BROWNING C. J., BARFIELD, and THOMAS, JJ., CONCUR.

IN THE CIRCUIT COURT OF FLORIDA,
EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY

IN RE: The Marriage of

DANIEL LINAM,

Husband,

vs.

ROSALINA LINAM,

Wife.

CASE NO.: 01-2005-DR-3754

DIVISION: "M"

ORDER DENYING IN PART AND GRANTING IN PART SEPARATE MOTIONS FOR REHEARING

(Filed Aug. 13, 2007)

Former Husband, DANIEL LINAM, and Former Wife, ROSALINA LINAM, have separately moved for rehearing of this matter.

1. The Former Wife has informed the Court that during the marriage the Former Husband bought back his military retirement which increased the value of the retirement received by both parties. This matter was not brought before the Court during the course of the trial and the Court will not be receiving any additional or new evidence. Therefore the first ground raised by the Former Wife in her Motion for Rehearing is DENIED.

2. The Former Wife raises the issue of the Court's failure to retain jurisdiction to enter appropriate domestic relations orders to accomplish the appropriate division of retirement as required by Federal laws and Rules of Civil Procedure. This portion of the Former Wife's Motion for Rehearing is GRANTED and the Court will file an Amended Order in the above case retaining jurisdiction for the purposes set forth in the Former Wife's Motion for Rehearing.

3. The Former Wife raises the issue of the Court failing to retain jurisdiction to award alimony in the future to her. the Motion for Rehearing raises no new issues of law and therefore the Motion is hereby DENIED.

The Former Husband, DANIEL LINAM moves for rehearing on the following grounds:

1. That there was no credit for income tax that he paid on the amount of back retirement pay ordered to be distributed to the Former Wife. However, no request for income tax credit was made by the Former Husband and no evidence was presented to the Court as to the amount of income tax that the Former Husband should be credited. That portion of the Former Husband's Motion for Rehearing is DENIED.

2. The Traveler's repayment that DANIEL LINAM was ordered to pay back in paragraph 6 of the Final Judgment, is retirement annuity accumulated during the marriage.

The Former Husband requests that the Court order that he be repaid for one-half of a "Traveler's repayment" ordered to be repaid to him in paragraph 6 of the Final Judgment. The Former Husband now raises the issue that this was actually a retirement annuity accumulated during the marriage. This was not presented as evidence during the course of the proceeding, and no sum has been presented to the Court upon which the Court can base the requested relief. Therefore, the Former Husband's Motion for Rehearing on that point is DENIED.

DONE AND ORDERED this 10 day of August, 2007.

/s/ Robert P. Cates
ROBERT P. CATES
CIRCUIT JUDGE

IN THE CIRCUIT COURT,
EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

IN RE: The Marriage of

DANIEL LINAM,
Husband/Petitioner,

vs.

ROSALINA LINAM,
Wife/Respondent.

CASE NO.:
ID07-47116

L.T. Case No.:
01-2005-DR-03754
(Division "M")

AMENDED FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

(Filed Nov. 15, 2007)

Petitioner, DANIEL LINAM, and Respondent, ROSALINA LINAM, came before the Court on June 18, 2007, for final hearing. Both parties were sworn and presented testimony in regard to the Husband's petition and the Wife's counter-petition for dissolution of marriage.

Based upon the evidence presented, the Court finds that the marriage between DANIEL LINAM and ROSALINA LINAM is irretrievably broken. The Wife has been a resident of the State of Florida for at least six months prior to the filing of the Petition for Dissolution of Marriage on July 18, 2005. The residency of the Wife has been corroborated by her driver's license.

The parties have one minor child, [Name Of Minor Child Omitted], age fifteen. The parties reached a Second Temporary/Partial Mediation Agreement concerning all the issues regarding the minor child's care. See attached "Exhibit "A." This Final Judgment of Dissolution of Marriage adopts the agreement. Provisions for the child are:

> DANIEL LINAM and ROSALINA LINAM shall share parental responsibility for their minor child, [Name Of Minor Child Omitted].
>
> Primary residence of the minor child shall be with the Wife, subject to the Husband's visitation rights as follows:
>
> a) Each year, the minor child shall spend spring break with the Husband.
>
> b) Each year, the minor child shall spend one month with the Husband. In even years the Husband shall choose the month and in odd years the Wife shall choose. The party making the choice of month for the child to spend with the Husband shall notify the other party, in writing, of the chosen month no later than May 1st of each year. Should notice not be received by May 15th, the other party may make the choice, providing written notice.
>
> c) The first half of the Christmas vacation from school shall be spent with the Wife in even years and with the Husband in odd years. The second half of the Christmas

vacation from school shall be spent with the other party.

d) Each year, the minor child shall spend Easter weekend with the Wife.

e) Each year, the minor child shall spend the four day Thanksgiving holiday with the Husband.

f) At the Husband's option, he may spend one three or four day weekend each month with the minor child, either in Florida or in his home state. The weekends shall be scheduled to ensure that the child does not have to miss school to visit. The Husband shall provide written notice to the Wife of any weekend he wishes to spend with the child, which notice shall be received by the Wife no later than two weeks prior to the weekend chosen.

All visitation arrangements shall be made between the parties, not through the child. Activities/ vacations shall be discussed with the other parent prior to being mentioned by either party to the child.

Should any changes to the visitation schedule be necessary, those changes shall be provided to the other party in writing as soon as it becomes known that the change is necessary.

The Husband shall pay all transportation costs for his visits with the child.

Each party shall provide the other with a telephone number at which he/she can be reached when the child is with that party.

If possible, the Husband shall cancel the family health insurance plan he currently maintains and the Wife shall be responsible to provide health insurance for herself and the minor child.

All health expenses not paid by insurance shall be shared equally by the parties with the party incurring the expense providing the other party with proof of payment within thirty days of the date on which the bill is received, and the other party reimbursing his/her share within thirty days thereafter. Except for routine health expenses and emergencies, prior notice shall be provided to the other party before a health related expense is incurred.

The Wife shall sign any documents necessary to enable the Husband to obtain a passport for the minor child.

The parties shall equally share the cost of all mutually agreed school projects, school activities, and extra-curricular activities for the minor child.

The Husband's silver coin collection shall be given to [Name Of Minor Child Omitted] when it is located by the parties.

The Wife shall giver her wedding ring to the parties' daughter and the Husband shall give his wedding ring to the parties' son once the rings are located.

The Husband shall pay child support at the rate of $720.63 per month on the first day of each month, beginning August 1, 2007.

Each party shall maintain $20,000.00 in life insurance for the benefit of [Name Of Minor Child Omitted].

During the course of the final hearing, the parties requested equitable distribution of the following assets and liabilities:

Title to the marital home shall be transferred to the Wife and she shall be liable for any debt thereon.

The parties shall seek the help of a credit counseling service to manage the parties $3,996.00 Ethan Allen debt, $4,191.00 Best Buy debt, $14,589.51 Household Finance debt and $12,441.00 MBNA debt. Each party shall be jointly responsible for these debts.

The Husband accrued retirement benefits before marriage and therefore, the Wife is entitled to 32% of the Husband's monthly retirement funds, dating back to the date of his retirement. The Husband's financial affidavit reflects $3,935.00 in monthly retirement payments received for nineteen months since separation. Therefore, the Husband owes the Wife $1,259.20 for 19 months, which totals $23,942.80.

The Wife worked for a federal agency during thirteen years of the marriage and the Husband is entitled to 50% of that portion of the Wife's federal retirement accrued as of the date of separation.

The Wife is entitled to $6,232.00 of the Husband's annual leave. The Husband is entitled to $3,120.00 of the Wife's annual and sick leave.

During the course of the marriage, both the Husband and the Wife each maintained and contributed to a Thrift Savings Plan. On the date of the filing of the petition for dissolution of marriage the Husband's account had a balance of $101,245.43 and the Wife's account had a balance of $95,929.52. The Wife is entitled to the amount of $2,657.96, which is 50% of the difference between the two accounts.

According to the Temporary/Partial Mediation Agreement reached by the parties on February 22, 2006, the Husband was required to continue to pay $600.00 per month in child support to the Wife. During the final hearing, the Husband testified that he paid the agreed upon amount for nineteen months. The Wife testified that the Husband id not pay child support for five of those months. The Court finds that the Husband paid child support in the amount of $600.00 per month for fourteen months, totaling $8,400.00.

However, the Husband argues that his child support should be credited to reflect the Wife's entitlement of 32% of his retirement funds. Since the time of his retirement, the Husband received all of his retirement funds. The Wife's entitlement to a portion of those funds reflects an increase in her monthly gross income and a proportionate decrease in the Husband's monthly gross income. The Husband is

due a credit for overpaying child support in the amount of $1,396.79.

At the final hearing, the Husband provided a list of items he would like to remove from the marital home. The Wife agreed to allow the Husband to remove a sofa, a chair, a copy of any pictures of the parties' children, and all of the Husband's childhood pictures from the martial home. The Wife also agreed to give the Husband an onboard diagnostic computer if it is still in the parties' marital home. The items from the Husband's list that remain contested are a Shopsmith wood working system, some Sears Craftsman tools and whether the Husband could get either the computer hutch or the book case from within the marital home. The Court finds that the Wife shall retain possession of the computer hutch and the Husband shall gain possession of the Sears Craftsman tools, the Shopsmith wood working system, and the book case.

An item of dispute between the parties was a vehicle that was purchased for their daughter during the course of the marriage. The Wife's contention is that the car was a purchase the Husband made for the daughter and as such she should not be liable for any portion of the debt. However, the Wife testified that she went car shopping with the Husband and that both parties' names are on the car note. The Court finds sufficient evidence to hold the Wife liable for 50% of this debt. The remaining debt on the vehicle is approximately $24,000.00. The Husband made all the monthly payments on the vehicle since

the date of the filing of the petition for dissolution. Therefore, the Husband is entitled to a credit in the amount of $6,578.00, which is half of the payments made by the Husband since the date of the filing of the petition for dissolution.

While in the home, the Husband managed all of the financial dealings of the household. The Husband's control over the finances of both parties was to such an extreme extent that the Wife was unaware in which bank her paychecks were deposited. The Wife relied entirely upon the Husband to pay the bills and financially plan for their future. The Wife testified that upon the Husband's abandonment of the marital home, on October 31, 2004, she became aware of an annuity loan made against her Travelers Life & Annuity account for $8,000.00. This loan was paid out by check on August 23, 2004. The Wife submitted a copy of the check, which reflected her signature on the back, but testified that she never signed the check and was completely unaware that a loan against her annuity had been processed. The Court found her testimony compelling. The Husband used his advantage over the Wife's finances to purloin $8,000.00 from the Wife's annuity.

Since the time of separation, the Wife and minor child have resided in the marital home. Unfortunately, the marital home suffers from a leaking roof and termite infestations. The Wife testified that after the Husband left the marital home she discovered large pans in the attic used to collect water from the leaking roof. The Husband requested that the Court find

equity in the home and divide it between the parties. However, there are two mortgages, totaling $105,000.00 owing on the home. The Husband suggested the Court value the home at $110,000.00. Viewed in light of the mortgages on the home and its deplorable condition, the Court finds that the Husband is not entitled to any equity in the home.

During the final hearing, the Husband requested a portion of a personal injury settlement the Wife received as a result of an allergic reaction to latex gloves. No evidence was presented to show what amount of the settlement was for the Wife's lost wages. Accordingly, the Court denies the Husband any portion of the personal injury settlement.

In summary of the equitable distribution issues addressed in this order, the Court finds the following values:

Wife's Entitlement	Value	
Husband's Retirement	$23,942.80	
Husband's Annual Leave	6,232.00	
Husband's Thrift Savings Plan	2,657.96	
Total		$32.927.80

Husband's Entitlement	Value	
Wife's Annual and Sick Leave	$ 3,120.00	
Child Support Credit	1,396.79	
Credit for Payments on the Daughter's Vehicle	6,578.00	
Total		$11,094.79

Wife's Liabilities	Value	
Half of the remaining debt on the Daughter's Vehicle	$12,000.00	
Total		$12,000.00

Husband's Liabilities	Value	
Half of the remaining debt on the Daughter's Vehicle	$12,000.00	
Total		$12,000.00

The Husband owes the Wife $21,833.01, which is a net difference between the amounts each party is entitled to receive. The Husband agreed to be responsible for the Wife's portion of the remaining debt on the vehicle the parties purchased for their daughter, provided it was setoff against any amount owed by the Husband to the Wife. After setoff, $9,833.01 is owed by the Husband to the Wife.

During the final hearing, the Wife requested the Court reserve jurisdiction to award alimony. The general rule "is that the court should retain jurisdiction when there is a likelihood of a change in circumstances in the future that would warrant an award of alimony." *Herman v. Herman,* 889 So.2d 128 (Fla. 1st DCA 2004). The Wife argues that the Husband retired for purely personal reasons, that his current income does not reflect his earning ability, and that in the future the Husband will earn an income that reflects his ability. The Husband argues that his decision to retire was a family decision, and that it had been settled prior to the parties separation that

he would retire when he reached fifty-five years of age. The Court finds that there was a family plan for the Husband to retire when he reached fifty-five years of age. The Court also finds there is no reasonable likelihood that the Wife's need for support will substantially increase. The Court denies Wife's request to reserve jurisdiction to award alimony.

NOW THEREFORE, it is hereby ORDERED AND ADJUDGED as follows:

1. The marriage of DANIEL LINAM and ROSALINA LINAM is irretrievably broken, and the marriage is hereby dissolved.

2. The primary residence of the minor child, [Name Of Minor Child Omitted] Shall be with the Wife, subject to the Husband's visitation rights as set forth in this Final Judgment. The parties shall have shared parental responsibility. The Husband shall pay child support at the rate of $720.63 per month.

3. Each party shall maintain $20,000.00 in life insurance for their minor child.

4. Title to the martial home shall be transferred to the Wife and she shall be liable for any debt thereon.

5. Personal property shall be divided as agreed upon by the parties and as set forth in this Final Judgment of Dissolution of Marriage.

6. The Husband shall repay the Wife $8,000.00 plus interest at the legal rate from August 23, 2004, for the loan he made against the

Wife's annuity. The Husband shall make payments at the rate of $200.00 per month beginning on August 1, 2007, and on the first of every month thereafter until the $8,000.00 plus interest is repaid.

7. The equitable distribution of the parties' assets and liabilities shall be according to the table below. The Husband agreed to be responsible for all the remaining debt on the vehicle the parties' purchased for their daughter. The $21,833.01 the Husband owes the Wife shall be offset by the additional $12,000.00 of debt on the daughter's car that the Husband is now responsible for. The Husband shall make payments at the rate of $100.00 per month beginning on August 15, 2007, and on the fifteenth of every month thereafter until the $9,833.01 the Husband owes the Wife is paid in full.

Wife's Entitlement	Value	
Husband's Retirement	$23,942.80	
Husband's Annual Leave	6,232.00	
Husband's Thrift Savings Plan	2,657.96	
Total		$32.927.80

Husband's Entitlement	Value	
Wife's Annual and Sick Leave	$ 3,120.00	
Child Support Credit	1,396.79	
Credit for Payments on the Daughter's Vehicle	6,578.00	
Total		$11,094.79

Husband's Liabilities	Value	
Half of the remaining debt on the Daughter's Vehicle	$12,000.00	
Total		$12,000.00

8. The Court reserves jurisdiction to modify the primary residence of the parties' child, the visitation schedule, the sharing of parental responsibility and the payment of child support.

9. The Court retains jurisdiction of this cause to accomplish an appropriate division of the respective retirement funds held by the Former Husband and by the Former Wife pursuant to applicable laws and Rules of Civil Procedure.

DONE AND ORDERED this 13 day of November, 2007.

/s/ Robert P. Cates
ROBERT P. CATES
CIRCUIT JUDGE

EXHIBIT "A"

IN THE CIRCUIT COURT OF FLORIDA,
EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY

IN RE: The Marriage of

Daniel Linam,

Husband

and

Rosalina Linam,

Wife.

CASE NO.: 01-2005-DR-3754

DIVISION: M

/

SECOND TEMPORARY/PARTIAL MEDIATION AGREEMENT

(Filed Jan. 24, 2007)

The parties agree to the following on a temporary basis:

1. They shall share parental responsibility of their minor child, [Name Of Minor Child Omitted], age 15.

2. Primary residence of the minor child shall be with the Wife, subject to the Husband's visitation rights as follows:

   a. Spring Break – with the Husband each year.

   b. Summer – one month with the Husband each year. In even years the Husband shall choose the month and in odd years

the Wife shall choose. The party making the choice of months for the child to spend with the Husband shall notify the other party, in writing, of the chosen month no later than May 1st of each year. Should the notice not be received by May 15th, the other party may make the choice, providing written notice.

c. Christmas vacation from school – the first ½ of the vacation shall be spent with the Wife in even years and with the Husband in odd years. The second half of the vacation shall be spent with the other party.

d. Easter weekend – with the Wife each year.

e. Thanksgiving (4 day holiday) – with the Husband each year.

f. At the Husband's option, he may spend one 3-4 day weekend each month with the minor child, either in Florida or in his home state. The weekends shall be scheduled to ensure that the child does not have to miss school to visit. The Husband shall provide written notice to the Wife of any weekend he wishes to spend with the child, which notice shall be received by the Wife no later than 2 weeks prior to the weekend chosen.

3. All visitation arrangements shall be made between the parties, not via the child. Activities/vacations shall be discussed with the

other parent prior to being mentioned by either party to the child.

4. Should any changes to the visitation schedule be necessary, same shall be provided to the other party in writing as soon as it becomes known that the change is necessary.

5. The Husband shall pay all transportation costs for his visits with the child.

6. Each party shall provide the other with a telephone number at which he/she can be reached when the child is with that party.

7. If possible, the Husband shall cancel the family health insurance plan he currently maintains and the Wife shall be responsible to provide health insurance for the herself and the ~~minor child.~~ [children. /s/ RL DL]

8. All health expenses not paid by insurance shall be shared equally by the parties with the party incurring the expense providing the other party with proof of payment within 30 days of the date on which the expense is incurred and the other party reimbursing his/her share within 30 days thereafter. Except for routine health expenses (associated with regular check-ups, for example) and emergencies, prior notice will be provided to the other party before a health related expense is incurred.

9. Child support shall continue at the rate of $600 per month, on a temporary basis.

10. The Wife shall sign any documents necessary to enable the Husband to obtain a passport for the minor child.

11. The parties shall equally share the cost of all mutually agreed upon school projects, school activities and extra-curricular activities for the minor child.

12. The Husband's silver coin collection shall be given to [Name Of Minor Child Omitted] once it is located by the parties.

13. The Wife shall give her wedding ring to the parties' daughter and the Husband shall give his wedding ring to the parties' son once the rings are located.

14. As to all other outstanding issues the parties agree to continue attempting to reach amicable resolution.

Dated this 23nd day of January, 2007.

/s/ Rosalina Linam
Rosalina Linam
Wife

/s/ Daniel Linam
Daniel Linam
Husband

/s/ Mitzi Austin
Mitzi Austin
Attorney for Wife

/s/ Jill A. Conti
Jill A. Conti
Attorney for Husband

/s/ Pamela Schneider
Pamela Schneider
Mediator

DISTRICT COURT OF APPEAL,
FIRST DISTRICT
301 S. Martin Luther King, Jr. Blvd.
Tallahassee, Florida 32399-1850
Telephone No. (850) 488-6151

September 25, 2007

CASE NO.: 1D07-4716
L.T. No.: 01-2005-DR-3754

Rosalina Linam	v.	Daniel Linam, Former Husband
Appellant/Petitioner(s),		Appellee/Respondent(s).

BY ORDER OF THE COURT:

The appellant has sought review of a Final Judgment of Dissolution of Marriage and an Order Denying in Part and Granting in Part Separate Motions for Rehearing, entered on July 10, 2007, and August 10, 2007, respectively. Upon the Court's own motion, the appellant shall show cause within ten days from the date of this order why this appeal should not be dismissed because the August 10, 2007, order does not appear to bring the lower tribunal's judicial labor to a close. Specifically, at paragraph two, the order contemplates future issuance of an "Amended Order in the above case retaining jurisdiction for the purposes set forth in the Former Wife's Motion for Rehearing." Consequently, it appears to the Court that the Order Denying in Part and Granting in Part Separate Motions for Rehearing does not represent

a conclusion to the lower tribunal's judicial labor and the order does not appear to be final.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:

Rosalina Linam Jill A. Conti

am

/s/ Jon S. Wheeler
JON S. WHEELER, CLERK [SEAL]

DISTRICT COURT OF APPEAL,
FIRST DISTRICT
301 S. Martin Luther King, Jr. Blvd.
Tallahassee, Florida 32399-1850
Telephone No. (850) 488-6151

October 29, 2007

CASE NO.: 1D07-4716
L.T. No.: 01-2005-DR-3754

Rosalina Linam	v.	Daniel Linam, Former Husband
Appellant/Petitioner(s),		Appellee/Respondent(s).

BY ORDER OF THE COURT:

Having considered the appellant's response to this Court's order dated September 25, 2007, the appellant is hereby directed to supplement her response, within 20 days of the date of this order, with a copy of the amended final order that was expressly contemplated by the order granting in part the appellant's motion for rehearing. *See* Fla. R. App. P. 9.110(l). Specifically, the appellant shall obtain from the trial court an "Amended Order . . . retaining jurisdiction for the purposes set forth in the Former Wife's Motion for Rehearing." Failure to timely comply with this order may result in the imposition of sanctions, which may include dismissal of the appeal, without further opportunity to be heard. Fla. R. App. P. 9.410.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:

Rosalina Linam Jill A. Conti

am

/s/ Jon S. Wheeler
JON S. WHEELER, CLERK [SEAL]

DISTRICT COURT OF APPEAL,
FIRST DISTRICT
301 S. Martin Luther King, Jr. Blvd.
Tallahassee, Florida 32399-1850
Telephone No. (850) 488-6151

December 4, 2007

CASE NO.: 1D07-4716
L.T. No.: 01-2005-DR-3754

Rosalina Linam	v.	Daniel Linam, Former Husband
Appellant/Petitioner(s),		Appellee/Respondent(s).

BY ORDER OF THE COURT:

Having considered the appellants response to this Court's jurisdictional show cause order dated September 25, 2007, appellant's supplemental response, as well as the "Amended Final Judgment of Dissolution of Marriage," entered on November 13, 2007, the show cause order is hereby discharged. *See* Fla. R. App. P. 9.110(l). This appeal shall proceed from the "Amended Final Judgment of Dissolution of Marriage," entered on November 13, 2007.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:
Rosalina Linam Daniel Linam Jill A. Conti
Hon. J.K. "Buddy" Irby, Clerk

am

/s/ Jon S. Wheeler
JON S. WHEELER, CLERK [SEAL]

IN THE CIRCUIT COURT OF THE
EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

IN RE: The Marriage of

DANIEL LINAM,
Former Husband,

and

ROSALINA LINAM,
Former Wife.

CASE NO.: 01-2005-DR-3754

DIVISION: M

MOTION FOR REHEARING

(Filed Jul. 18, 2007)

COMES NOW ROSALINA LINAM, Former Wife, by and through her undersigned attorney, and does hereby file this her Motion for Rehearing and says:

1. This court entered the Final Judgment of Dissolution of Marriage dissolving the marriage of the parties on July 10, 2007.

2. Among other matters the court awarded an equitable distribution of each party's respective federal retirement. The Former Wife was awarded 32% of the Former Husband's CSRS which is in "pay" status. The Former Husband was awarded 50% of the Former Wife's FERS retirement as of "the date of separation". The Former Wife has only recently become aware that the Former Husband may have "bought back" his military retirement **during** the marriage. If the "buy back" occurred during the marriage with

marital resources, the Former Wife would be entitled to more than 32% of the Former Husband's retirement. In addition, the division of the Former Wife's federal retirement should clarify that the Former Wife's Thrift Savings Plan (TSP) account should not be included in the amount that will be divided with the Former Husband. Each party has a Thrift Savings Plan which was equalized by the court as a part of the equitable distribution.

3. The court failed to retain jurisdiction to enter the appropriate domestic relations order to accomplish the appropriate division of retirements as required by federal law and rules of civil procedure.

4. The Former Wife presented her testimony, evidence and argument regarding the request that the court reserve jurisdiction to award alimony in the future. The court stated the general rule that the court **should** retain jurisdiction when there is a likelihood of a change of circumstance in the future. The Former Wife alleges, and believes that she has established by the greater weight of the evidence that the Former Husband was the substantial earner during the marriage of the parties; that the Former Husband has superior education and experience such that he will be employed in the future in an administrative position; the Former Husband's current position as an administrator of an eye surgical center is proof of that contention. The Former Wife requests that this court grant a rehearing on the issue of reservation of jurisdiction to award alimony.

> In addition, the Former Wife as carpal tunnel syndrome and degenerative knees which may require her to be unemployed or unemployable in the future. This information which was not presented to the court at trial should be considered by the court.

WHEREFORE, the Former Wife requests that this court enter its Order granting a rehearing in this matter and clarifying the retention of jurisdiction to enter the required domestic relations order(s) to distribute the retirements as set forth in the final judgment.

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that true and correct copy of the foregoing has been sent by regular U.S. mail and FAX (376-6249) to Jill A. Conti, Attorney for Former Husband, 204 W. University Ave., Suite #4, Gainesville, Florida 32601 this 18th day of July, 2007.

SCRUGGS & CARMICHAEL, P.A.

BY: /s/ Mitzi Cockrell Austin
MITZI COCKRELL AUSTIN
Florida Bar Number 217141
P. O. Drawer 23109
Gainesville, Florida 32602
Telephone: (352) 376-5242,
Ext. 311
FAX: (352) 378-9326
Attorney for Former Wife

IN THE DISTRICT COURT,
EIGHT CIRCUIT, IN AND
FOR COLUMBIA COUNTY,
FLORIDA

CASE NO. 01-2005-DR-3754
Division "M"

IN RE: The Marriage Of

DANIEL LINAM,

Husband,

and

ROSALINA LINAM,

Wife.

MOTION FOR REHEARING

(Filed Jul. 20, 2007)

Husband, DANIEL LINAM, by and through his undersigned attorney files this Motion for Rehearing and states as follows:

1. The Petition of DANIEL LINAM shows:

(A) There was no credit for income tax that that Mr. Linam paid on the amount of back retirement pay ordered to be distributed to Ms. Linam in paragraph 7 of the Final Judgment of Dissolution of Marriage.

(B) the Travelers repayment that Mr. Linam was Ordered to pay back in paragraph 6 of the Final Judgment of Dissolution of Marriage is a retirement annuity accumulated during the marriage, so Mr. Linam would have been entitled to

one half of the same. Counsel for the Husband respectfully suggests that Mr. Linam be required to pay back one-half of the total, having spent his one-half.

WHEREFORE, Husband, DANIEL LINAM, requests that this Court grant his Motion for Rehearing and make the requested adjustments to the Equitable Distribution Ordered and granting such other and further relief as is needed.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished, by U.S. mail to Mitzi Austin, Esquire, at 4041 N.W. 37th Place, Suite B, Gainesville, Florida 32606, this 17th day of July, 2007.

LAW OFFICE
OF JILL A. CONTI

/s/ Jill A. Conti

Jill A. Conti
Attorney For Husband
Florida Bar No. 0512826
204 W. University Avenue,
Suite 4
Gainesville, Florida 32601
352-372-8573

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Daniel M. Linam

Debtor(s) /

Case No. 05-bk-6563
Chapter 7

Adv. Pro. No.
3:05-ap-00284-JAF

Rosalina Linam

Plaintiff(s) /

vs.

Daniel M. Linam

Defendant(s) /

NOTICE OF INTENT TO DISMISS
FOR WANT OF PROSECUTION

It appearing to the Court that the last action taken in this adversary proceeding as on May 23, 2007, and that sufficient time has elapsed for this matter to be concluded. It is the Court's intent to dismiss this adversary proceeding for want of prosecution without further notice or hearing unless a written objection is filed with the Court no later than September 27, 2007.

Dated September 17, 2007.

Lee Ann Bennett, Clerk of Court
300 North Hogan Street Suite 3-350
Jacksonville, FL 32202

Copies Furnished to:
Plaintiff's Attorney

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION

IN RE:	§	CHAPTER 7
DANIEL M. LINAM	§	Case No. 3:05-bk06563-JAF
Debtor.	§	
	§	
ROSALINA LINAM,	§	Adversary Case No.
Plaintiff,	§	3:05-ap-00284 JAF
v.	§	
DANIEL M. LINAM,	§	
Defendant.	§	

PLAINTIFF'S OBJECTION TO NOTICE OF INTENT TO DISMISS FOR WANT OF PROSECUTION

(Filed Sep. 26, 2007)

1. Plaintiff and Defendant were husband and wife and were in the process of a dissolution of marriage action pending in Alachua County at the time the Debtor's bankruptcy petition was filed. Plaintiff filed this adversary proceeding to preserve her rights in potential division of debts and assets.

2. On May 4, 2006, this Court entered its Order abating the matter pending final resolution of the parties' dissolution of marriage, stating that either party could notice a final hearing to determine dischargeability of any obligations of Debtor to Plaintiff. (Document 22). A final judgment

was entered in that case on July 10th, 2007, and the undersigned counsel has been advised that an appeal has been taken.

3. As this matter is currently on appeal, the action for dischargeability is not yet ripe for determination. Plaintiff respectfully requests that the Court allow the action to remain pending. Plaintiff has not been delaying prosecution in this matter as it has been abated.

WHEREFORE, Plaintiff respectfully requests that this Court enter its order allowing this cause to remain pending and abated until the complete resolution of the dissolution of marriage proceedings.

Dated this 26th day of September, 2007.

/s/ Lawrence J. Marraffino
LAWRENCE J. MARRAFFINO, P.A.
Florida Bar #438390
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was electronically filed with the U.S. Bankruptcy Court this 26th day of September, 2007, and that the Bankruptcy Notification Center will furnish a copy of this document via electronic notification or U.S. Mail within two business days of filing.

Note: *For verification of the date of service by Bankruptcy Noticing Center, please check the docket entry*

for the BNC Certificate of Mailing related to this document.

/s/ Lawrence J. Marraffino
LAWRENCE J. MARRAFFINO, P.A.
Florida Bar #438390
Attorney for Plaintiff
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(352) 376-0102